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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

ZO SKIN HEALTH, INC. a corporation,

Case No. 2:25-cv-06451

**Plaintiff,**

vs.

SKINCARE ESSENTIALS INC, a corporation, YISROEL ZAHLER, a natural person, and JOHN DOES 1-10,

**COMPLAINT FOR DAMAGES,  
INJUNCTIVE AND OTHER  
RELIEF, FOR VIOLATION OF 15  
USC § 1114; 15 USC § 1125(a); 15  
USC § 1125(c); AND RELATED  
CLAIMS**

## **DEMAND FOR JURY TRIAL**

Defendants.

Plaintiff, ZO Skin Health, Inc. (“ZO”), brings this action against defendants Skincare Essentials Inc, Yisroel Zahler, and John Does 1-10 (collectively, “Defendants”) for: (1) trademark counterfeiting in violation of the Lanham Act, 15 U.S.C. § 1114; (2) trademark infringement in violation of the Lanham Act, 15 U.S.C. § 1114 and 15 U.S.C. § 1125(a); (3) false advertising in violation of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B); (4) unfair competition in violation of the

1 Lanham Act, 15 U.S.C. § 1125(a)(1)(A); (5) unfair competition in violation of Cal  
 2 Bus. and Prof. Code § 17200; and (6) intentional interference with contractual  
 3 relations. These claims arise from Defendants' interference with ZO's contracts and  
 4 business relationships with its authorized sellers by diverting ZO products for online  
 5 resale, Defendants' unauthorized sales of products bearing ZO's trademarks, and  
 6 Defendants' sales of counterfeit versions of ZO products. In support of its  
 7 complaint, ZO alleges as follows:

## PARTIES

9       1. ZO is a corporation, organized under the laws of the State of California,  
 10 with its principal place of business located in Irvine, California.

11       2. Skincare Essentials Inc ("Skincare Essentials") is a corporation,  
 12 organized under the laws of New York. Skincare Essentials operates or assists in  
 13 the operation of a private website called "Skincare Essentials," located at  
 14 [www.skincareessentials.com](http://www.skincareessentials.com) (the "Consumer Website"). Skincare Essentials sells  
 15 infringing products bearing ZO's trademarks and counterfeit reproductions of ZO's  
 16 trademarks through the Consumer Website and does business throughout the United  
 17 States through the Consumer Website, including in California.

18       3. Skincare Essentials also operates or assists in the operation of a private  
 19 website called "Plentiful Skin," located at [www.plentifulskin.com](http://www.plentifulskin.com) (the "Wholesale  
 20 Website"; together with the Consumer Website, the "Infringing Websites").  
 21 Skincare Essentials sells infringing products bearing ZO's trademarks and  
 22 counterfeit reproductions of ZO's trademarks through the Wholesale Website and  
 23 does business throughout the United States through the Wholesale Website,  
 24 including in California.

25       4. Yisroel Zahler ("Zahler") is a natural person who, upon information  
 26 and belief, resides at 123 Tice Boulevard, Suite 302, Woodcliff Lake, NJ 07677 (the  
 27 "Tice Blvd. Address"). Zahler operates or assists in the operation of the Infringing  
 28 Websites, sells infringing products bearing ZO's trademarks and counterfeit

1 reproductions of ZO's trademarks through the Infringing Websites, and does  
2 business throughout the United States through the Infringing Websites including in  
3 California.

4       5. The certificate of incorporation that was filed for Skincare Essentials  
5 identifies 15 Holt Drive, Stony Point, New York 10980 (the "Holt Drive Address")  
6 as the address for the Secretary of State to mail any process against Skincare  
7 Essentials, lists Zahler as the Chief Executive Officer of Skincare Essentials, and  
8 lists the Tice Blvd. Address as the principal executive office address. Corporate  
9 documents filed for Skincare Essentials do not list any other individuals as officers  
10 for Skincare Essentials.

11       6. ZO asserts claims against Zahler in both his individual capacity as well  
12 as his capacity as the sole officer of Skincare Essentials. Upon information and  
13 belief, Zahler in his individual capacity and Skincare Essentials assist in and are  
14 responsible for the operation of and sales of products through the Infringing  
15 Websites.

16       7. Alternatively, as the sole officer of Skincare Essentials, Zahler directs,  
17 controls, ratifies, participates in, or is the moving force behind the acquisition and  
18 sale of infringing products bearing ZO's trademarks and counterfeit reproductions of  
19 ZO's trademarks by Skincare Essentials. Upon information and belief, Zahler  
20 personally participates in the acquisition and sale of infringing products by Skincare  
21 Essentials. Accordingly, Zahler is personally liable for infringing activities carried  
22 out by Skincare Essentials without regard to piercing the corporate veil.

23       8. Alternatively, on information and belief, Skincare Essentials follows so  
24 few corporate formalities and is so dominated by Zahler that it is merely the alter  
25 ego of Zahler. Accordingly, ZO is entitled to pierce the corporate veil of Skincare  
26 Essentials and hold Zahler personally liable for the infringing activities of Skincare  
27 Essentials.

28       9. ZO believes that other individuals or entities may be responsible for the

1 events and occurrences referred to herein or be otherwise interested in the outcome  
 2 of the dispute. The true names, involvement, and capacities, whether individual,  
 3 corporate, associated, or otherwise of these individuals or entities are unknown to  
 4 ZO. Therefore, ZO sues these defendants by the fictitious names John Does 1  
 5 through 10. When the true names, involvement, and capacities of these parties are  
 6 ascertained, ZO will seek leave to amend this Complaint accordingly. If ZO does  
 7 not identify any such parties, ZO will dismiss these defendants from this action.

#### JURISDICTION AND VENUE

9       10. This Court has subject matter jurisdiction over this matter pursuant to  
 10 28 U.S.C. § 1331, 28 U.S.C. § 1338, and 28 U.S.C. § 1367. ZO's federal claims are  
 11 predicated on 15 U.S.C. § 1114 and 15 U.S.C. § 1125(a), and their claims arising  
 12 under the laws of the State of California are substantially related to their federal  
 13 claims such that they form part of the same case or controversy under Article III of  
 14 the United States Constitution.

15       11. This Court has personal jurisdiction over Defendants because they have  
 16 expressly aimed tortious activities toward the State of California and established  
 17 sufficient minimum contacts with California by, among other things, advertising and  
 18 selling substantial quantities of infringing products bearing ZO's trademarks and  
 19 counterfeit reproductions of ZO's trademarks to consumers within California  
 20 through highly interactive commercial websites, with knowledge that ZO is located  
 21 in California and is harmed in California as a result of Defendants' sales of  
 22 infringing products to California residents. Defendants know that ZO is located in  
 23 California, among other reasons, because ZO has informed Defendants of its  
 24 location in cease-and-desist letters it sent to Defendants. ZO's claims arise out of  
 25 Defendants' substantial and regular sales of infringing products bearing ZO's  
 26 trademarks and counterfeit reproductions of ZO's trademarks to California residents.

27       12. Venue is properly found in this judicial district under 28 U.S.C.  
 28 § 1391(b) because a substantial part of the events giving rise to the claims herein

1 occurred within this judicial district, or in the alternative because a Defendant is  
 2 subject to personal jurisdiction in this district.

### **FACTUAL ALLEGATIONS**

#### **ZO & Its Trademarks**

5       13. ZO is a leader in developing and selling high-end skin care products by  
 6 utilizing cutting-edge science and extensive clinical experience under the ZO brand  
 7 (“ZO products”).

8       14. ZO devotes a significant amount of time, energy, and resources toward  
 9 protecting the value of its brand, products, name, and reputation. Each product is  
 10 packaged in a manner in which the ZO brand is easily and readily identifiable.  
 11 Furthermore, each product is handled with the utmost care and precision during the  
 12 packaging and transport process. ZO ensures the safety, well-being, and satisfaction  
 13 of consumers and maintains the integrity and reputation of the ZO brand. In the  
 14 highly competitive skin care market, quality is a fundamental part of the consumer’s  
 15 decision to purchase a product.

16       15. To promote and protect the ZO brand, ZO has registered several  
 17 trademarks with the United States Patent and Trademark Office with respect to its  
 18 brand and products, including but not limited to: ZO® (U.S. Trademark Registration  
 19 Nos. 3,443,712, and 4,688,942); ZO SKIN CENTRE® (U.S. Trademark  
 20 Registration No. 4,786,332); ZPRO® (U.S. Trademark Registration No. 5,228,879);  
 21 ZPOLY® (U.S. Trademark Registration No. 7,469,338); ZOX12® (U.S. Trademark  
 22 Registration No. 5,418,681); ZO-RS2® (U.S. Trademark Registration No.  
 23 5,433,835); ZO CONTROLLED DEPTH PEEL® (U.S. Trademark Registration  
 24 Nos. 4,754,455, and 5,936,716); ZO 3-STEP PEEL® (U.S. Trademark Registration  
 25 Nos. 5,936,718 and 4,750,572); ZEIN® (U.S. Trademark Registration No.  
 26 6,099,572); ZCORE® (U.S. Trademark Registration No. 6,078,475); TRIPLE-  
 27 SPECTRUM PROTECTION® (U.S. Trademark Registration No. 5,899,342); SKIN  
 28 HEALTH CIRCLE® (U.S. Trademark Registration No. 4,968,966); ROZATROL®

1 (U.S. Trademark Registration No. 5,413,502); REFISSA® (U.S. Trademark  
 2 Registration No. 3,699,894); Ossential® (U.S. Trademark Registration No.  
 3 3,593,734); Oraser® (U.S. Trademark Registration No. 3,534,951); Ommerse®  
 4 (U.S. Trademark Registration No. 3,544,801); Occlipse® (U.S. Trademark  
 5 Registration No. 3,774,720); Olluminate® (U.S. Trademark Registration No.  
 6 3,534,953); Effects® (U.S. Trademark Registration No. 3,818,858); 3534951);  
 7 LEADING THE WORLD TO SKIN HEALTH® (U.S. Trademark Registration No.  
 8 4,964,903); GSR® (U.S. Trademark Registration No. 5,719,962); GETTING SKIN  
 9 READY® (U.S. Trademark Registration No. 5,719,959); DAILY POWER  
 10 DEFENSE® (U.S. Trademark Registration No. 7,025,907); COMPLEX A+® (U.S.  
 11 Trademark Registration No. 7,322,622); BRIGHTALIVE® (U.S. Trademark  
 12 Registration No. 4,717,107);  (U.S. Trademark Registration No. 3,443,711) and  
 13  (U.S. Trademark Registration No. 5,252,365) (collectively, the “ZO  
 14 Trademarks”).

15       16. The registration for each of the ZO Trademarks is valid, subsisting and  
 16 in full force and effect.

17       17. ZO actively uses and markets all the ZO Trademarks in commerce.

18       18. Due to the quality and exclusive distribution of ZO’s products, and  
 19 because ZO is uniquely recognized as the source of high-quality products, the ZO  
 20 Trademarks have enormous value.

21 **ZO Permits Only Select Physicians to Sell ZO Products, Prohibits Unapproved  
 22 Sales Online, and Exercises Quality Controls Over the Distribution of ZO  
 23 Products**

24       19. ZO also maintains its quality controls by limiting the third-party sale of  
 25 its products to select medical practitioners who are vetted and authorized by ZO to  
 26 sell ZO products (“Authorized Accounts”). ZO requires that each of its Authorized  
 27 Accounts be a medical practitioner and agree to and submit certain documentation  
 28 confirming their licensure as a medical practitioner.

1       20. Authorized Accounts must enter into contracts with ZO to be permitted  
2 to sell ZO products. These contracts allow Authorized Accounts to sell ZO products  
3 only in certain channels and require Authorized Accounts to provide various  
4 services and exercise various quality controls over ZO products (collectively, the  
5 “ZO Terms”).

6       21. To maintain quality control over ZO products, ZO allows ZO products  
7 to be sold in the United States only by ZO itself or by Authorized Accounts.

8       22. Due to the professional grade of its products, the ZO Terms require that  
9 Authorized Accounts follows strict quality controls over the production and  
10 distribution of ZO products.

11      23. To become authorized to sell ZO products, Authorized Accounts are  
12 permitted to sell ZO products solely and directly to their practice’s end-user patients  
13 and customers from their approved practice location.

14      24. Under the ZO Terms, Authorized Accounts also agree to provide close  
15 consultation about ZO products to end-users and to maintain knowledge about ZO  
16 products and the products’ potential benefits and risks. This person-to-person  
17 interaction between Authorized Accounts and their consumers allows for  
18 explanation and guidance on the safe and proper use of ZO products.

19      25. Unauthorized resellers of ZO products are not trained in or capable of  
20 providing the specific medical expertise for ZO products that ZO requires of its  
21 Authorized Accounts.

22      26. Additionally, under the ZO Terms, Authorized Accounts are prohibited  
23 from transferring ZO products to any non-approved location.

24      27. Under the ZO Terms, Authorized Accounts are prohibited from selling  
25 ZO products to persons or entities that Authorized Accounts know, or have reason to  
26 know, are going to resell those products anywhere, including on the Internet.

27      28. Under the ZO Terms, to maintain the quality of ZO products,  
28 Authorized Accounts may only purchase ZO products for resale directly from ZO.

1       29. The ZO Terms permit ZO to request that Authorized Accounts submit  
2 to ZO records and other information regarding ZO products for review and auditing,  
3 and require Authorized Accounts to notify ZO of any damaged ZO products.

4       30. ZO also imposes heightened quality control measures that apply  
5 specifically to Authorized Accounts approved by ZO to sell online (“Internet  
6 Accounts”).

7       31. These quality controls include a requirement that Internet Accounts sell  
8 online only through account-owned websites that ZO has approved.

9       32. The ZO Terms also prohibit sales of ZO products by Authorized  
10 Accounts through any websites not authorized by ZO.

11       33. Internet Accounts must certify that they are a medical professional or  
12 physician in good standing and operate a practice at a physical street address with a  
13 landline telephone number where customers can reach them for support.

14       34. Internet Accounts must also maintain qualified personnel with  
15 knowledge of the specifications, features, and use of ZO products and provide  
16 quality post-sale customer service.

17       35. ZO’s quality control requirements are designed to ensure that  
18 customers receive products and accompanying customer service of only the highest  
19 quality and safety.

20       36. Authorized Accounts must agree to the ZO Terms, and the ZO Terms  
21 permit ZO to terminate an Authorized Account that does not comply with the  
22 Terms.

23       37. ZO’s quality control and customer service requirements are legitimate  
24 and substantial. As a result of Defendants’ sales of products that are not subject to  
25 these requirements, ZO has lost control of the quality of goods that bear its  
26 trademarks.

27       38. Additionally, ZO also provides customers who purchase ZO products  
28 from Authorized Accounts with a Limited Warranty that allows Authorized

1 Accounts to provide customers with a credit or replacement product under certain  
 2 circumstances. ZO does not provide this Limited Warranty for products that are  
 3 sold in violation of ZO's contracts with Authorized Accounts and outside of ZO's  
 4 quality controls, shipping, and delivery systems.

5 **ZO's Discovery of Defendants' Unauthorized Sales of ZO Products and Sales of  
 6 Products Bearing Counterfeit Reproductions of the ZO Trademarks on the  
 7 Internet**

8 39. Because the unauthorized sale of ZO products over the Internet  
 9 threatens the safety of consumers and the reputation and goodwill associated with  
 10 the ZO Trademarks, ZO actively monitors its Authorized Accounts' sales and the  
 11 sale of ZO products online.

12 40. Through its investigation, ZO discovered high volumes of products  
 13 bearing the ZO Trademarks and counterfeit reproductions of the ZO Trademarks  
 14 being sold on the Infringing Websites.

15 41. The Wholesale Website displays a notice, shown below, directing  
 16 consumers to the Consumer Website:

17       If you are looking to shop for personal use please visit [www.skincareessentials.com](http://www.skincareessentials.com).  
 18       This site is strictly used for businesses purchasing wholesale.  
 19       To access our product prices, you must be an approved business.

21 42. On or about September 9, 2024, ZO, through counsel, sent a cease-and-  
 22 desist letter to the operators of the Infringing Websites at the Holt Drive Address.  
 23 The letter explained, among other things, that the operators were infringing the ZO  
 24 Trademarks through their online sales and causing harm to ZO. ZO's letter also  
 25 explained that Authorized Accounts are not permitted to sell ZO products online or  
 26 sell ZO products to resellers. ZO's letter demanded that Defendants permanently  
 27 cease selling products bearing the ZO trademarks and disclose all sources that  
 28 provided Defendants with the products they had listed for sale.

43. Defendants did not respond to ZO's September 9 letter or otherwise contact ZO.

44. On or about July 1, 2025, ZO, through counsel, sent another letter with  
a draft of this complaint attached to Defendants, reiterating and referencing the  
demands in the first letter.

5 45. Defendants did not respond to ZO's July 1 letter or otherwise contact  
7 ZO.

8        46. As of the time of filing, Defendants have not responded to ZO's letters  
9 and have continued to advertise and sell products bearing the ZO Trademarks and  
10 counterfeit reproductions of the ZO Trademarks through their Infringing Websites  
11 without abatement. Defendants' disregard of ZO's letters and their continued sales  
12 of non-genuine and counterfeit products demonstrate that Defendants are acting  
13 intentionally, willfully, and maliciously.

14        47. Upon information and belief, through their Infringing Websites,  
15 Defendants accept and fulfill orders from California residents for products bearing  
16 the ZO Trademarks and counterfeit reproductions of the ZO Trademarks and cause  
17 substantial quantities of infringing products to be shipped to persons located in  
18 California through the regular course of business. Defendants have taken no steps to  
19 prevent persons located in California from purchasing products from any of the  
20 Infringing Websites.

## **Defendants Are Infringing the ZO Trademarks By Selling Products Bearing The ZO Trademarks**

23       48. Defendants are not practicing physicians, do not operate a ZO-  
24 approved location, and ZO has never authorized or otherwise granted Defendants  
25 permission to sell ZO products.

26        49. Defendants, without authorization from ZO, have sold—and continue  
27 to sell—products bearing the ZO Trademarks through the Infringing Websites.  
28 Defendants may also be selling products through storefronts on Amazon, Walmart,

1 eBay, or other channels that ZO has not yet discovered, and cannot discover until it  
2 is able to take discovery.

3       50. Defendants are not trained about ZO products and cannot and do not  
4 maintain knowledge and expertise about ZO products and do not provide close  
5 consultation and person-to-person interaction with consumers about the safe and  
6 proper use of ZO products.

7       51. Defendants did not purchase the ZO products they resell directly from  
8 ZO.

9       52. ZO is not able to request and review records and information from  
10 Defendants about the ZO products they resell and, therefore, cannot ensure that  
11 Defendants are abiding by the ZO Terms or ensure the quality of the products sold  
12 by Defendants.

13       53. Additionally, ZO has not approved Defendants or anyone else to sell  
14 ZO products through the Infringing Websites.

15       54. The Infringing Websites do not certify that they are operated by  
16 medical professionals or physicians in good standing and do not identify a practice  
17 they operate at a physical street address.

18       55. Defendants do not participate in training or maintain qualified  
19 personnel with knowledge of the specifications, features, and use of ZO products or  
20 provide post-sale customer service, as required by ZO for all Authorized Accounts,  
21 including Internet Accounts.

22       56. ZO has implemented quality control and customer service requirements  
23 throughout their authorized channels of distribution. The products sold by  
24 Defendants are not genuine ZO products because they are not subject to, and  
25 interfere with, ZO's quality control and customer service requirements that  
26 Authorized Accounts must follow.

27       57. A significant reason why ZO only allows ZO products to be sold only  
28 by ZO itself or Authorized Accounts who are subject to ZO's quality controls is to

1 prevent consumers from suffering experiences like those described in the negative  
2 reviews posted by consumers on Defendants' Infringing Websites, as alleged below.

3        58. By offering products bearing the ZO Trademarks to consumers without  
4 the knowledge and expertise required of ZO's Authorized Accounts, the products  
5 Defendants sell bearing the ZO Trademarks are materially different from the  
6 genuine ZO products sold by Authorized Accounts.

7       59. Further, because the products sold by Defendants are not subject to, do  
8 not abide by, and interfere with ZO's quality controls, the products Defendants sell  
9 bearing the ZO Trademarks are materially different from genuine ZO products sold  
10 by Authorized Accounts that come with these quality controls.

11       60. Moreover, Defendants' actions endanger the health and safety of  
12 consumers who purchase products bearing the ZO Trademarks from Defendants  
13 because consumers may misuse the products.

14       61. For all these reasons, the products being sold by Defendants are not  
15 genuine ZO products and falsely mislead consumers to believe they are purchasing  
16 new and genuine ZO products.

19       62. In March 2025, ZO conducted test purchases of ZO products from  
20 Defendants' Consumer Website and discovered that Defendants are also selling  
21 products bearing counterfeit reproductions of the ZO Trademarks.

22        63. ZO applies unique identifying numerical lot codes to each of its  
23 products.

24       64. ZO reviewed each of these test purchases and determined that they  
25 contain lot codes that do not exist on authentic ZO products—i.e., fake lot codes.

65. Although each of the test purchases appear at casual glance to be  
products manufactured by ZO, upon closer inspection, the ingredients, texture and  
scent of the products, as well as the packaging, product design, and lot codes on

1 each of the products, confirmed that they were not sold, manufactured, or authorized  
2 by ZO.

3       66. The counterfeit products that ZO purchased from the Consumer  
4 Website were different from authentic ZO products in various ways, including that  
5 they contain fake lot codes, contain differences in the product packaging, product  
6 labels, and the texture and scent of the products themselves, contain chemical  
7 compounds not used in authentic ZO products, and lack key compounds that are  
8 essential to ZO's approved formulation.

9       67. Defendants have knowingly and intentionally sold ZO products through  
10 their Infringing Websites bearing counterfeit reproductions of the ZO Trademarks  
11 that are identical to or substantially indistinguishable from authentic ZO products.

12       68. The ZO products that Defendants' counterfeit products are mimicking  
13 are intended to be applied to the skin by consumers. As a result of Defendants'  
14 actions, consumers are applying to their skin counterfeit products with unknown  
15 compositions when they believe they are using authentic ZO products.

16       69. Defendants' sales of the counterfeit products, offers to sell the  
17 counterfeit products, and misrepresentations and infringement of the ZO  
18 Trademarks are damaging to the public and to ZO.

19       70. Defendants, upon information and belief, are actively using, promoting,  
20 and otherwise advertising, distributing, selling, and/or offering for sale substantial  
21 quantities of counterfeit products with the knowledge and intent that such goods will  
22 be mistaken for the genuine high quality goods offered for sale by ZO and its  
23 Authorized Accounts despite Defendants' knowledge that they are without authority  
24 to use the ZO Trademarks or, obviously, counterfeit reproductions of the ZO  
25 Trademarks. Defendants' actions are creating a likelihood of confusion at the time  
26 of initial interest and in the post-sale setting because consumers believe Defendants'  
27 counterfeit products are authentic goods originating from, associated with, or  
28 approved by ZO when they are not.

1       71. Consumers have written reviews on Defendants' Infringing Websites in  
2 which they complained of receiving products that were counterfeit or bore the  
3 hallmarks of counterfeit products, like the test purchases ZO conducted, or products  
4 that were of otherwise poor quality, a small sample of which are shown below.

5        72. For example, consumers have posted the following negative reviews on  
6 Defendants' Consumer Website, [www.skincareessentials.com](http://www.skincareessentials.com):

## Terrible

I wish I could give this zero stars. I've been a ZO customer for almost three years using daily power defense every single day and decided to try this site to get it cheaper - guys I promise you this is NOT ZO. My skin is completely wrecked, I'm so bummed and mad at myself for believing this is legit. Please please please don't waste your time or money. The mug picture was without makeup before I tried this crap.

☆☆☆☆☆

01/19/25



Maria Verified

## Fake fake

This is a fake I used to skin like 3 years and always had great results but after this one I got all over my face comedones, and you can check it by yourself. Just try to rub the name and it's come off really easily which is not supposed to be like that and I had old original bottle that I bought from my cosmetologist and it's like a year old and name not tubing that easily

1 ★★☆☆☆  
2

02/22/25

3  Taylor H. **Verified**

4 **Fake or incredibly old product**

5 I use this scrub regularly but have never ordered from  
6 Skincare Essentials. I was out and they had a sale so I  
7 thought I would try. Immediately upon using my product,  
8 I realized something was off. It did not emulsify the way it  
normally does, had no grit to exfoliate and had a weird  
perfume smell...the real polish has a very distinct  
refreshing smell, not perfume.

9 I tried to use it once and it felt like I was rubbing dish  
10 soap on my face. I then went to the ZO store to buy a  
11 replacement and compared the two products and was  
indeed correct that it is more than likely fake or like 2+  
years old.

12 ★★☆☆☆  
13

03/16/25

14  Megan R. **Verified**

15 **Not the real thing**

16 I had planned to purchase from ZO when I ran out, but a  
17 sale got the better of me. This is not the real thing - it  
18 feels like I'm rubbing a thick balm over my skin. There is  
no polish.



21 **Fake**

22 This is not the real deal. I've used ZO daily for a long  
23 time. Thought I'd order here as they were having a sale.  
24 Big mistake! The texture was different, this had a scent to  
it, my skin started feeling irritated. So today I was to ZO  
25 store here in OC. Bought from them and compared  
26 bottles. Skin cares bottle lettering scratching off and  
totally different stuff inside. What a shame! I've asked for  
27 a refund. What a pain in the butt. If it's too good to be  
true....the real bottle is on the left.

1                    2                    3                    4                    5                    6

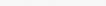
★ ★ ★ ★ ★      03/28/25

Debra D. **Verified**

 Imposter-not same cream

The cream I received from Skin Essentials was a different formula than the cream I receive when I order direct from Zo Skin. I believe it is a fake.

9       73. Additionally, consumers have posted the following negative reviews on  
10 Defendants' Wholesale Website, [www.plentifulskin.com](http://www.plentifulskin.com):

11	 <span>L</span>  02/21/2025 <span>Verified</span> LeAnn Bickel
Not the same as what I buy at the spa I love this product, however, what I purchased here is totally different from what I've been buying at the spa. Greasier (like Crisco) and very little grit. Very disappointed.	
12	 <span>M</span>  02/09/2025 <span>Verified</span> Meredith Buikema
Not so sure about the quality from this seller My other ZO exfoliation had more "crystals" to exfoliate and would last longer when I would scrub my face. This sellers "ZO" disintegrates quickly and has a different texture. I'm not so sure about this seller. Beware	

16                     ★★★☆☆                     03/12/25  
17                      amelia    Verified by shop  
18  
19                     I \*love\* this product when ordered directly from ZO.  
20                     However, this arrived with some quality decay (probably  
21                     due to storage conditions) - it didn't rinse well and left a  
22                     fatty, waxy residue on my skin.  
23  
24                     formula than the cream I receive when I order direct from  
25                     Zo Skin. I believe it is a fake.

		 <span>★★★★★</span> 02/05/2025 Verified Itzel A.
	25	Not real product This is a fake/counterfeit product! I purchased directly from ZO Skin and this is not the same product. The texture is very different. Do not buy!

1 M ★★★★☆ 01/29/2025  
 2 FAKE  
 Not real ZO the grittiness is not there and it smells of cheap cologne. The eminence serum smelled like jolly ranchers too. So embarrassed I sent this to family at Xmas as gifts then told them to throw it away. Unbelievable no one answers the phones either.

3 D ★★★★☆ 01/17/2025  
 4 Not sure this is the real thing  
 I've been using this scrub for several years and I love it so I ordered two jars from SE but they are NOT the same as what I've been using. The substance is really waxy - so much so that I have to  
 5 rewash my face to get it off. I am not sure this product is legit because it's so unlike the 'normal' product. I emailed the company and have yet to get a response to my request for a refund, or any explanation.

6 L ★★★★☆ 01/15/2025  
 7 Counterfeit product! DO NOT BUY  
 This is a fake/counterfeit product! I purchased directly from ZO Skin and this is not the same product or packaging. The color, texture and smell is off. It felt like rubbing coconut oil on my face and made me breakout.

8       74. Despite the numerous reviews submitted by consumers notifying  
 9 Defendants that products offered on their Website were counterfeit, Defendants  
 10 have continued to sell counterfeit products.

11 **Defendants are Engaging in False Advertising by Falsely Stating that They are  
 12 Authorized Sellers of ZO Products**

13       75. As of the date of filing this Complaint, on the Wholesale Website,  
 14 Defendants falsely state that they are authorized retailers of ZO products, as shown  
 below:

15                   **Get to Know Us**

16                   About Plentiful Skin

17                   Authorized Retailer

18                   Privacy Policy



20                   **Authorized Retailer**

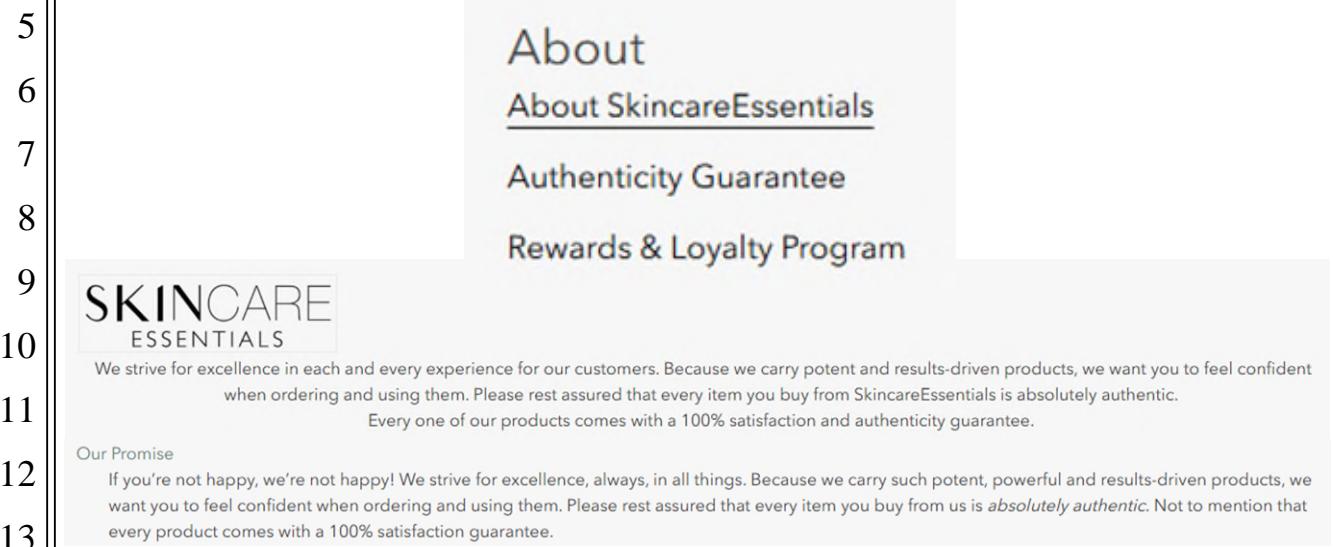
21                   Plentiful Skin is an Authorized Retailer



23                   Our products come with a 100% customer satisfaction guarantee. Plentiful Skin is an  
 24 authorized partner with all the brands we carry on our website. We strive to bring you  
 25 the best products and guarantee authenticity.

1       76. Defendants' misrepresentation that they are an "authorized retailer" of  
 2 ZO products is false because none of Defendants are Authorized Accounts with ZO.

3       77. As of the date of filing this Complaint, on the Consumer Website,  
 4 Defendants falsely state that they sell only authentic products:



The screenshot shows a portion of the Skincare Essentials website. At the top right, there is a navigation bar with links for "About", "About SkincareEssentials" (underlined), "Authenticity Guarantee", and "Rewards & Loyalty Program". Below this, the Skincare Essentials logo is visible. A text block states: "We strive for excellence in each and every experience for our customers. Because we carry potent and results-driven products, we want you to feel confident when ordering and using them. Please rest assured that every item you buy from SkincareEssentials is absolutely authentic. Every one of our products comes with a 100% satisfaction and authenticity guarantee." Another section titled "Our Promise" includes the text: "If you're not happy, we're not happy! We strive for excellence, always, in all things. Because we carry such potent, powerful and results-driven products, we want you to feel confident when ordering and using them. Please rest assured that every item you buy from us is *absolutely authentic*. Not to mention that every product comes with a 100% satisfaction guarantee."

14       78. Defendants' misrepresentation that they sell "authentic" ZO products is  
 15 false because, as alleged, Defendants sell counterfeit, inauthentic versions of ZO  
 16 products.

17       79. Defendants' misrepresentations that they are authorized retailers of ZO  
 18 products and sell only authentic ZO products are material because whether a seller is  
 19 authorized and whether products are authentic are material components of a  
 20 consumer's purchasing decision. Because skincare products are topically applied,  
 21 consumers are more likely to purchase ZO products from sellers who are authorized  
 22 to sell them and required to abide by ZO's quality controls and customer service  
 23 requirements, and are significantly more likely, if not certain, to purchase only  
 24 authentic products.

25       80. Defendants' misrepresentations are likely to, and do, create consumer  
 26 confusion because customers who purchase ZO products from Defendants believe  
 27 they are purchasing authentic products from Authorized Accounts when, in fact,  
 28 they are not.

1       81. Defendants have known since September 9, 2024, at the latest, when  
2 they received the cease-and-desist letter, that they are not authorized to sell ZO  
3 products and have been falsely advertising the products they sell.

## **Defendants Are Intentionally Interfering with ZO's Contracts and Business Relationships with Authorized Accounts**

6        82. As noted above, ZO sells ZO products to U.S. consumers exclusively  
7 through ZO itself and through Authorized Accounts.

8        83. ZO has entered into contracts with all of its Authorized Accounts that  
9 prohibit Authorized Accounts from selling ZO products to persons or entities that  
10 Authorized Accounts know, or have reason to know, are going to resell the products  
11 on the Internet.

12        84. ZO's contracts with its Authorized Accounts also prohibit Authorized  
13 Accounts from transferring ZO products to any non-ZO-approved location.

14        85. Defendants have sold and are continuing to sell a high volume of  
15 products bearing the ZO Trademarks on the Internet. Defendants did not purchase  
16 the ZO products they resell directly from ZO. Thus, Defendants have purchased  
17 products from at least one Authorized Account for the purpose of reselling them on  
18 the Internet.

19       86. Defendants have known of this prohibition, among other reasons,  
20 because Defendants received a cease-and-desist letter on or around September 9,  
21 2024 that discussed them.

22        87. Despite having knowledge of these prohibitions, Defendants  
23 intentionally, knowingly, and willfully interfered with ZO's contracts with its  
24 Authorized Accounts by inducing Authorized Accounts to breach their contracts and  
25 sell ZO products to Defendants that Defendants resold on their Infringing Websites.

26        88. In interfering with ZO's contracts, Defendants acted without  
27 justification and with a wrongful purpose. Defendants purchased ZO products from  
28 Authorized Accounts—and in so doing, instigated a breach of the Authorized

1 Accounts' contracts with ZO—so that Defendants could unlawfully infringe upon  
 2 and materially damage the value of the ZO Trademarks by reselling the products on  
 3 the Internet, thereby committing an independent tort.

4       89. Defendants are not parties to the contracts that Defendants caused  
 5 Authorized Accounts to breach.

6       **ZO Has Experienced Significant Harm as a Result of Defendants' Conduct**

7       90. As set forth above, the unauthorized sale of products bearing the ZO  
 8 Trademarks and counterfeit reproductions of the ZO Trademarks by unauthorized  
 9 sellers such as Defendants has caused significant harm to the ZO brand.

10      91. When a consumer receives a counterfeit, non-genuine, damaged, or  
 11 otherwise poor-quality or materially different product from an unauthorized seller,  
 12 such as Defendants, the consumer associates that negative experience with ZO. As  
 13 such, Defendants' ongoing sale of non-genuine and counterfeit products bearing the  
 14 ZO Trademarks harms the ZO brand.

15      92. As a proximate result of Defendants' actions, ZO has suffered, and will  
 16 continue to suffer, significant monetary harm including, but not limited to, loss of  
 17 sales, damage to the value of its intellectual property, harm to the goodwill  
 18 associated with the ZO brand, and damage to its existing and potential contracts and  
 19 business relations.

20      93. ZO is entitled to injunctive relief because Defendants will otherwise  
 21 continue to unlawfully interfere with ZO's contracts with Authorized Accounts.  
 22 Additionally, ZO is entitled to injunctive relief because Defendants will otherwise  
 23 continue to unlawfully sell products bearing the ZO Trademarks that are materially  
 24 different from genuine ZO products sold by Authorized Accounts, and will continue  
 25 to unlawfully sell products bearing counterfeit reproductions of the ZO Trademarks.  
 26 Defendants' ongoing illegal conduct has caused and will continue to cause  
 27 irreparable harm to ZO's reputation, goodwill, business relationships, intellectual  
 28 property, and brand integrity.

1       94. Additionally, ZO is entitled to injunctive relief requiring Defendants to  
2 return or destroy infringing products because, without that remedy, Defendants may  
3 evade injunctive relief by transferring their infringing products to another reseller.

4        95. Defendants' conduct was and is knowing, intentional, willful,  
5 malicious, wanton, and contrary to law.

# COUNT I

## Trademark Counterfeiting

9        96. ZO hereby incorporates the allegations contained in the foregoing  
10 paragraphs as if fully set forth herein.

11 || 97. ZO is the owner of the ZO Trademarks.

12        98. The ZO Trademarks are registered with the United States Patent and  
13 Trademark Office.

14        99. The ZO Trademarks are valid and subsisting and in full force and  
15 effect.

16        100. Defendants willfully and knowingly used in commerce, and continue to  
17 use, counterfeit reproductions of the ZO Trademarks that are identical to, or  
18 substantially indistinguishable from, the ZO Trademarks on goods covered by ZO's  
19 federal trademark registrations.

20        101. Defendants have intentionally used these spurious designations,  
21 knowing that they are counterfeit, in connection with the advertisement, promotion,  
22 sale, offering for sale, and distribution of goods.

23        102. The products bearing counterfeit reproductions of the ZO Trademarks  
24 that Defendants sell are different from authentic ZO products in various ways,  
25 including that the counterfeit products have fake lot codes, contain differences in the  
26 product packaging, product labels, and the texture and scent of the products  
27 themselves, contain chemical compounds not used in authentic ZO products, and  
28 lack key compounds that are essential to ZO's approved formulation.

1       103. Defendants' use of the ZO Trademarks to advertise, promote, offer for  
 2 sale, distribute, and sell products bearing counterfeit trademarks was at all times and  
 3 is currently without ZO's authorization, license, or consent.

4       104. Defendants' unauthorized use of the ZO Trademarks on goods bearing  
 5 counterfeit trademarks in connection with their advertisement, promotion, sale,  
 6 offering for sale, and distribution of goods on the Internet constitutes use of the ZO  
 7 Trademarks in commerce.

8       105. Defendants' unauthorized use of the ZO Trademarks is likely to: (a)  
 9 cause confusion, mistake, and deception; (b) cause the public to incorrectly believe  
 10 that Defendants' goods are the same as authentic ZO products and/or that the  
 11 products sold by Defendants are affiliated with, connected to, associated with, or in  
 12 some way related to ZO; (c) result in Defendants benefiting from ZO's advertising  
 13 and promotion; and (d) result in Defendants unfairly profiting from ZO's reputation  
 14 and trademarks, all to the substantial and irreparable injury of the public, ZO, the  
 15 ZO Trademarks, and the substantial goodwill they represent.

16       106. Based on ZO's longstanding and continuous use of its ZO Trademarks  
 17 in United States commerce, as well as the federal registrations of the ZO  
 18 Trademarks, Defendants had actual and constructive knowledge of ZO's superior  
 19 rights in and to the ZO Trademarks when Defendants began using spurious  
 20 designations identical to the ZO Trademarks as part of their efforts to deceive  
 21 customers and the general public.

22       107. On information and belief, Defendants adopted and used the ZO  
 23 Trademarks in furtherance of Defendants' willful and deliberate scheme of trading  
 24 upon the extensive customer goodwill, reputation, fame, and commercial success of  
 25 products that ZO offers under the ZO Trademarks.

26       108. Defendants' acts constitute willful trademark counterfeiting in violation  
 27 of Section 32 of the Lanham Act, 15 U.S.C. § 1114.

28       109. As a proximate result of Defendants' actions, ZO has suffered, and will

1 continue to suffer, immediate and irreparable harm. ZO has also suffered, and  
 2 continues to suffer, damage to its business, goodwill, reputation, and profits in an  
 3 amount to be proven at trial.

4       110. By reason of the foregoing, Defendants are liable to ZO for: (a)  
 5 statutory damages of up to \$2,000,000 for each mark counterfeited as provided by  
 6 15 U.S.C. § 1117(c) of the Lanham Act, or, at ZO's election, an amount  
 7 representing three times ZO's damages and/or Defendants' illicit profits garnered  
 8 from Defendants' counterfeiting; and (b) reasonable attorneys' fees, investigative  
 9 fees, and pre-judgment interest pursuant to 15 U.S.C. § 1117(b).

10      111. ZO is entitled to injunctive relief under 15 U.S.C. § 1116 because it has  
 11 no adequate remedy at law for Defendants' counterfeiting and, unless Defendants  
 12 are permanently enjoined, ZO will suffer irreparable harm.

13      112. ZO is entitled to enhanced damages and attorneys' fees under 15  
 14 U.S.C. § 1117(a) because Defendants have willfully, intentionally, maliciously, and  
 15 in bad faith engaged in trademark counterfeiting of the ZO Trademarks.

## 16                                  COUNT II

### 17                                  Trademark Infringement

#### 18                                  **15 U.S.C. § 1114 and 1125(a)(1)(A)**

19      113. ZO hereby incorporates the allegations contained in the foregoing  
 20 paragraphs as if fully set forth herein.

21      114. ZO is the owner of the ZO Trademarks.

22      115. The ZO Trademarks are registered with the United States Patent and  
 23 Trademark Office.

24      116. The ZO Trademarks are valid and subsisting and in full force and  
 25 effect.

26      117. Defendants willfully and knowingly used the ZO Trademarks in  
 27 commerce by selling products bearing the ZO Trademarks on the Internet without  
 28 the consent of ZO.

1       118. The products bearing the ZO Trademarks that Defendants sell are not  
2 authorized for sale by ZO.

3       119. Defendants' use of the ZO Trademarks in connection with the  
4 unauthorized sale of products bearing the ZO Trademarks is likely to cause  
5 confusion, cause mistake, or deceive because it suggests that the products  
6 Defendants offer for sale are the same as genuine products legitimately bearing the  
7 ZO Trademarks and originate from, or are sponsored by, authorized by, or otherwise  
8 connected to ZO.

9       120. Defendants' use of the ZO Trademarks in connection with the  
10 unauthorized sale of products bearing the ZO Trademarks is likely to cause  
11 confusion, cause mistake, or deceive because it suggests that the products  
12 Defendants offer for sale are genuine and authentic ZO products.

13       121. The products sold by Defendants are not, in fact, genuine and authentic  
14 ZO products. The products sold by Defendants are materially different because,  
15 among other reasons, they are not subject to, do not abide by, and interfere with  
16 ZO's quality control requirements that Authorized Accounts must follow, do not  
17 come with the knowledge and expertise required of Authorized Accounts, and do  
18 not come with the Limited Warranty.

19       122. Defendants' unauthorized use of the ZO Trademarks has materially  
20 damaged the value of the ZO Trademarks, caused significant damage to ZO's  
21 business relations, and infringed on the ZO Trademarks.

22       123. As a proximate result of Defendants' actions, ZO has suffered, and will  
23 continue to suffer, great damage to their business, goodwill, reputation, and profits  
24 in an amount to be proven at trial.

25       124. ZO is entitled to recover their damages caused by Defendants'  
26 infringement of the ZO Trademarks and disgorge Defendants' profits from their  
27 willfully infringing sales and unjust enrichment.

28       125. ZO is entitled to injunctive relief under 15 U.S.C. § 1116 because it has

1 no adequate remedy at law for Defendants' infringement, and unless Defendants are  
2 permanently enjoined, ZO will suffer irreparable harm.

3       126. ZO is entitled to enhanced damages and attorneys' fees under 15  
4 U.S.C. § 1117(a) because Defendants willfully, intentionally, maliciously, and in  
5 bad faith infringed on the ZO Trademarks.

## **COUNT III**

## **False Advertising**

**15 U.S.C. § 1125(a)(1)(B)**

9       127. ZO hereby incorporates the allegations contained in the foregoing  
10 paragraphs as if fully set forth herein.

11 || 128. ZO is the owner of the ZO Trademarks.

12        129. The ZO Trademarks are registered with the United States Patent and  
13 Trademark Office.

14        130. The ZO Trademarks are valid and subsisting trademarks in full force  
15 and effect.

16        131. Through their Infringing Websites, Defendants willfully and knowingly  
17 used, and continue to use, the ZO Trademarks in commerce for the purpose of  
18 advertising, promoting, and selling ZO products without ZO's consent.

19       132. In connection with their sale of ZO products without ZO's consent,  
20 Defendants make false and misleading statements that they are authorized to sell ZO  
21 products and that the products they sell are "absolutely authentic."

133. Defendants' false and misleading statements have been disseminated to  
the relevant purchasing public.

24        134. Defendants falsely advertise the products they sell, including, but not  
25 limited to, falsely advertising that Defendants are authorized to sell ZO products and  
26 the ZO products they sell are “authentic.”

135. As of the date of filing this Complaint, Defendants continue to  
advertise and sell ZO products and counterfeit ZO products without authorization

1 from ZO, and continue to misrepresent that they are Authorized Accounts of ZO  
 2 products.

3       136. Defendants' representation that they are "authorized retailer[s]" of ZO  
 4 products is false because none of Defendants are currently Authorized Accounts of  
 5 ZO products.

6       137. Defendants' representation that they sell only "authentic" ZO products  
 7 is false because, as alleged, Defendants are selling counterfeit, inauthentic versions  
 8 of ZO products.

9       138. Defendants have never been Authorized Accounts of ZO products.

10      139. Defendants have known since September 9, 2024, at the latest, when  
 11 Defendants' received ZO's cease-and-desist letter, that they have been falsely  
 12 advertising the products they sell.

13      140. Defendants' misrepresentations that they are authorized retailers of ZO  
 14 products and sell only "authentic" products are likely to deceive a substantial  
 15 portion of Defendants' intended audience—customers who purchase products  
 16 online—because, at minimum, Defendants boast themselves as being authorized  
 17 retailers of skincare products in an effort to attract consumers, and make the  
 18 misrepresentations conspicuously on the Infringing Websites.

19      141. Defendants' misrepresentations that they are "authorized retailers" and  
 20 sell only "authentic" products are material because whether a seller is authorized  
 21 and selling authentic products are material components of a consumer's purchasing  
 22 decision. Because skincare products are topically applied, consumers are more  
 23 likely to purchase ZO products from sellers who are authorized to sell them and  
 24 required to abide by ZO's quality controls and customer service requirements, and  
 25 are significantly more likely, if not certain, to purchase only authentic products.

26      142. Defendants' misrepresentations are likely to cause ZO to lose sales in  
 27 part because Defendants' sale of poor-quality and counterfeit products and provision  
 28 of poor customer service harms ZO's reputation and customer goodwill.

143. Defendants' misrepresentations are also likely to cause ZO to lose sales  
2 because consumers will be influenced to buy ZO products from Defendants instead  
3 of ZO's Authorized Accounts.

144. As a proximate result of Defendants' actions, ZO has suffered, and will  
5 continue to suffer, damages to its business, goodwill, reputation, and profits in an  
5 amount to be proven at trial.

145. ZO is entitled to recover its damages caused by Defendants' false  
advertising and disgorge Defendants' profits from their sales garnered from their  
willfully false statements and unjust enrichment.

10        146. ZO is entitled to injunctive relief under 15 U.S.C. § 1116 because it has  
11 no adequate remedy at law for Defendants' actions and, unless Defendants are  
12 permanently enjoined, ZO will suffer irreparable harm.

13        147. ZO is entitled to enhanced damages and attorneys' fees under 15  
14 U.S.C. § 1117(a) because Defendants willfully, intentionally, maliciously, and in  
15 bad faith engaged in false advertising.

**COUNT IV**

# Unfair Competition

15 U.S.C. § 1125(a)

19       148. ZO hereby incorporates the allegations contained in the foregoing  
20 paragraphs as if fully set forth herein.

149. ZO is the owner of the ZO Trademarks.

22        150. The ZO Trademarks are registered with the United States Patent and  
23 Trademark Office.

24        151. The ZO Trademarks are valid and subsisting trademarks in full force  
25 and effect.

26        152. Defendants willfully and knowingly used the ZO Trademarks in  
27 commerce by selling products bearing the ZO Trademarks on the Internet without  
28 the consent of ZO.

1       153. The products bearing the ZO Trademarks that Defendants sell are not  
2 authorized for sale by ZO.

3       154. Defendants' use of the ZO Trademarks in connection with the  
4 unauthorized sale of products bearing the ZO Trademarks is likely to cause  
5 confusion, cause mistake, or deceive because it suggests that the products  
6 Defendants offer for sale are the same as genuine products legitimately bearing the  
7 ZO Trademarks and originate from, or are sponsored by, authorized by, or otherwise  
8 connected to ZO.

9       155. Defendants' use of the ZO Trademarks in connection with the  
10 unauthorized sale of products bearing the ZO Trademarks is likely to cause  
11 confusion, cause mistake, or deceive because it suggests that the products  
12 Defendants offer for sale are genuine and authentic ZO products.

13       156. The products sold by Defendants are not, in fact, genuine and authentic  
14 ZO products. The products sold by Defendants are materially different because,  
15 among other reasons, they are not subject to, do not abide by, and interfere with  
16 ZO's quality control requirements that Authorized Accounts must follow, do not  
17 come with the knowledge and expertise required of Authorized Accounts, and do  
18 not come with the Limited Warranty.

19       157. Defendants also willfully and knowingly used in commerce, and  
20 continue to use, counterfeit reproductions of the ZO Trademarks.

21       158. Defendants have intentionally used these spurious designations,  
22 knowing that they are counterfeit, in connection with the advertisement, promotion,  
23 sale, offering for sale, and distribution of goods.

24       159. Defendants' use of the ZO Trademarks to advertise, promote, offer for  
25 sale, distribute, and sell products bearing counterfeit trademarks was at all times and  
26 is currently without ZO's authorization, license, or consent. Defendants'  
27 unauthorized use of the ZO Trademarks on good bearing counterfeit trademarks in  
28 connection with their advertisement, promotion, sale, offering for sale, and

1 distribution of goods on the Internet constitutes use of the ZO Trademarks in  
2 commerce.

3       160. Defendants' unauthorized use of the ZO Trademarks is likely to cause  
4 confusion, mistake, and deception and cause the publicly to incorrectly believe that  
5 Defendants' goods are the same as authentic ZO products and/or that the products  
6 sold by Defendants are affiliated with, connected to, associated with, or in some way  
7 related to ZO.

8        161. Defendants' unauthorized use of the ZO Trademarks has materially  
9 damaged the value of the ZO Trademarks, caused significant damage to ZO's  
10 business relations, and infringed on the ZO Trademarks.

11       162. As a proximate result of Defendants' actions, ZO has suffered, and will  
12 continue to suffer, great damage to their business, goodwill, reputation, and profits  
13 in an amount to be proven at trial.

14        163. ZO is entitled to recover their damages caused by Defendants'  
15 infringement of the ZO Trademarks and disgorge Defendants' profits from their  
16 willfully infringing sales and unjust enrichment.

17       164. ZO is entitled to injunctive relief under 15 U.S.C. § 1116 because it has  
18 no adequate remedy at law for Defendants' infringement, and unless Defendants are  
19 permanently enjoined, ZO will suffer irreparable harm.

165. ZO is entitled to enhanced damages and attorneys' fees under 15  
U.S.C. § 1117(a) because Defendants willfully, intentionally, maliciously, and in  
bad faith infringed on the ZO Trademarks.

## COUNT V

# **Unfair and Deceptive Business Practices**

## **Cal. Bus. & Prof. Code §§ 17200, et seq.**

26 | 166. ZO hereby incorporates the allegations contained in the foregoing  
27 | paragraphs as if fully set forth herein.

28 || 167. Defendants willfully and knowingly used, and continue to use, the ZO

1 Trademarks and counterfeit reproductions of the ZO Trademarks in interstate  
 2 commerce for the purpose of advertising, marketing, and selling products bearing  
 3 the ZO Trademarks and counterfeit reproductions of the ZO Trademarks without the  
 4 consent of ZO.

5       168. The products Defendants sell are not genuine ZO products because the  
 6 products are not authorized for sale by ZO, are not subject to ZO's quality controls,  
 7 and do not come with the product knowledge or expertise required of genuine ZO  
 8 products.

9       169. Defendants' unauthorized sale of products bearing the ZO Trademarks  
 10 interferes with ZO's ability to exercise quality controls over products bearing the  
 11 ZO Trademarks because Defendants have not received the specialized knowledge  
 12 and expertise required of Authorized Accounts.

13       170. The products Defendants sell are materially different from genuine ZO  
 14 products because they are not subject to, and interfere with, ZO's quality controls.

15       171. Defendants' use of the ZO Trademarks in connection with the  
 16 unauthorized advertising, promotion, and sale of products bearing the ZO  
 17 Trademarks misrepresents the nature, characteristics, qualities, and origin of  
 18 Defendants' products because it suggests that the products are subject to ZO's  
 19 quality control requirements when they are not.

20       172. The products Defendants sell are not authentic ZO products because  
 21 they are counterfeit versions of ZO products, as evidenced by, among other things,  
 22 the use of fake lot codes on the products.

23       173. Defendants' use of counterfeit reproductions of the ZO Trademarks in  
 24 connection with the unauthorized advertising, promotion, and sale of inauthentic  
 25 products misrepresents the nature, characteristics, qualities, and origin of  
 26 Defendants' products because it suggests that the products are authentic ZO  
 27 products when they are not.

28       174. Defendants' use of the ZO Trademarks and counterfeit reproductions of

1 the ZO Trademarks in connection with the unauthorized advertising, promotion, and  
 2 sale of products is likely to cause confusion, cause mistake, or deceive consumers  
 3 because it suggests that the products Defendants offer for sale are genuine and  
 4 authentic ZO products when they are not.

5       175. Defendants' use of the ZO Trademarks in connection with the  
 6 unauthorized advertising, promotion, and sale of products bearing the ZO  
 7 Trademarks and counterfeit reproductions of the ZO Trademarks is likely to cause  
 8 confusion, cause mistake, or deceive consumers because it suggests that the  
 9 products Defendants offer for sale are sponsored, authorized, or otherwise connected  
 10 with ZO when they are not.

11       176. Defendants' unauthorized and deceptive use of the ZO's Trademarks  
 12 and counterfeit reproductions of the ZO Trademarks is material and likely to  
 13 influence consumers to purchase the products it sells, as consumers are likely to  
 14 believe that the products Defendants advertise using the ZO Trademarks are genuine  
 15 and authentic ZO products that are subject to ZO's quality controls when they are  
 16 not.

17       177. Defendants have also knowingly and willfully obtained ZO products  
 18 through unlawful means and in violation of ZO's agreements with its Authorized  
 19 Accounts. Specifically, Defendants have continued to acquire ZO products through  
 20 ZO's Authorized Accounts for purposes of reselling those products on the Internet  
 21 despite knowing that ZO's agreements with its Authorized Accounts prohibit them  
 22 from selling products to third parties for purposes of resale.

23       178. Defendants' actions constitute unfair, deceptive, untrue, and/or  
 24 misleading advertising in violation of Cal. Bus. & Prof. Code §§ 17200 *et seq.*

25       179. Defendants' actions constitute unlawful, unfair, and/or fraudulent  
 26 business acts or practices in violation of Cal. Bus. & Prof. Code §§ 17200 *et seq.*

27       180. As a result of Defendants' unlawful actions, ZO has suffered, and  
 28 continues to suffer, irreparable harm. ZO has also suffered, and continues to suffer,

1 damages, including, but not limited to, loss of business, goodwill, reputation, and  
2 profits in an amount to be proven at trial.

3       181. ZO is entitled to injunctive relief under Cal. Bus. & Prof. Code § 17203  
4 because it has no adequate remedy at law for Defendants' infringement and, unless  
5 Defendants are permanently enjoined, ZO will suffer irreparable harm.

COUNT VI

# **Intentional Interference With Contractual Relations**

8        182. ZO hereby incorporates the allegations contained in the foregoing  
9 paragraphs as if fully set forth herein.

183. This claim arises under the laws of the State of California.

11        184. ZO has contracts and business relationships with its Authorized  
12 Accounts, who sell ZO products. These contracts prohibit Authorized Accounts  
13 from selling ZO products to third parties, such as Defendants, who are not  
14 Authorized Accounts and who intend to resell the products.

15        185. Defendants know of ZO's contracts with its Authorized Accounts who  
16 sell ZO products.

186. Defendants are not Authorized Accounts of ZO products.

18        187. Defendants have sold—and continue to sell—products bearing the ZO  
19 Trademarks through their Infringing Websites.

188. Defendants did not purchase the ZO products they resell directly from  
ZO.

22        189. Defendants have purchased ZO products from one or more Authorized  
23 Accounts.

24        190. Based on these facts, it is plausible and a reasonable inference that  
25 Defendants acquired the products they are selling from one or more of ZO's  
26 Authorized Accounts.

27        191. Defendants purchased products from Authorized Accounts for the  
28 purpose of reselling them on the Internet, which prevented performance of at least

1 | one or more of the contracts.

2        192. Defendants have known that ZO's contracts prohibit Authorized  
3 Accounts from selling ZO products to third parties, such as Defendants, who the  
4 Authorized Account knows or has reason to know is going to resell the products on  
5 the Internet.

6        193. Defendants have known of this prohibition, among other reasons,  
7 because Defendants received a cease-and-desist letter from ZO on or around  
8 September 9, 2024 that discussed this prohibition.

9        194. Defendants, despite having knowledge of this prohibition and without  
10 legal right, privilege, or justification, have intentionally, knowingly, and willfully  
11 interfered with the contracts between ZO and its Authorized Accounts, or knew that  
12 disruption of one or more of the contracts was certain or substantially certain to  
13 occur as a result of their conduct.

14        195. Defendants' actions have caused or were a substantial factor in causing  
15 ZO to suffer, and continue to suffer, substantial harm, including loss of sales and  
16 damage to ZO's existing and potential business relations with one or more of ZO's  
17 Authorized Accounts, in an amount to be proven at trial, and Defendants' actions  
18 were a substantial factor in causing ZO's harm.

## **PRAYER FOR RELIEF**

WHEREFORE, ZO prays for relief and judgment as follows:

21       A. Judgment in favor of ZO and against Defendants in an amount to be  
22 determined at trial including, but not limited to, compensatory damages,  
23 disgorgement of profits, accounting of profits, statutory damages, treble damages,  
24 punitive damages, and pre-judgment and post-judgment interest, as permitted by  
25 law;

26 B. Preliminary and permanent injunctions that issue enjoining Defendants  
27 and any employees, agents, servants, officers, representatives, directors, attorneys,  
28 successors, affiliates, assigns, any and all other entities owned or controlled by

1 Defendants, and all of those in active concert and participation with Defendants (the  
2 "Enjoined Parties") as follows:

- 3 i) Prohibiting the Enjoined Parties from advertising or selling, via  
4 the Internet or otherwise, all products bearing the ZO  
5 Trademarks and counterfeit reproductions of the ZO  
6 Trademarks;
- 7 ii) Prohibiting the Enjoined Parties from using any of the ZO  
8 Trademarks and counterfeit reproductions of the ZO Trademarks  
9 in any manner, including advertising on the Internet;
- 10 iii) Prohibiting the Enjoined Parties from importing, exporting,  
11 manufacturing, producing, distributing, circulating, selling,  
12 offering to sell, advertising, promoting, or displaying any and all  
13 ZO products as well as any products bearing the ZO Trademarks  
14 and counterfeit reproductions of the ZO Trademarks;
- 15 iv) Prohibiting the Enjoined Parties from disposing of, destroying,  
16 altering, moving, removing, concealing, or tampering with any  
17 records related to any products sold by them which contain the  
18 ZO Trademarks and counterfeit reproductions of the ZO  
19 Trademarks including invoices, correspondence with vendors  
20 and distributors, bank records, account books, financial  
21 statements, purchase contracts, sales receipts, and any other  
22 records that would reflect the source of the products that  
23 Defendants have sold bearing these trademarks;
- 24 v) Requiring the Enjoined Parties to take all action to remove from  
25 the Enjoined Parties' websites any reference to any of ZO's  
26 products, or any of the ZO Trademarks and counterfeit  
27 reproductions of the ZO Trademarks;
- 28 vi) Requiring the Enjoined Parties to take all action, including but

1 not limited to, requesting removal from the Internet search  
2 engines (such as Google, Yahoo!, and Bing), to remove from the  
3 Internet any of the ZO Trademarks and counterfeit reproductions  
4 of the ZO Trademarks which associate ZO's products or the ZO  
5 Trademarks and counterfeit reproductions of the ZO Trademarks  
6 with the Enjoined Parties or the Enjoined Parties' websites;

- 7 vii) Requiring the Enjoined Parties to take all action to remove the  
8 ZO Trademarks and counterfeit reproductions of the ZO  
9 Trademarks from the Internet, including from the websites  
10 [www.skincareessentials.com](http://www.skincareessentials.com) and [www.plentifulskin.com](http://www.plentifulskin.com); and  
11 viii) Requiring the Enjoined Parties to take all action to remove, or  
12 cause to be removed, any consumer reviews of products bearing  
13 ZO's trademarks and counterfeit reproductions of the ZO  
14 Trademarks that were sold by Defendants on third-party  
15 marketplace websites including but not limited to on  
16 [www.skincareessentials.com](http://www.skincareessentials.com) and [www.plentifulskin.com](http://www.plentifulskin.com).

17 C. An award of attorneys' fees, costs, and expenses.

18 D. Such other and further relief as the Court deems just, equitable and  
19 proper.

20 **JURY DEMAND**

21 Pursuant to Rule 38 of the Federal Rules of Civil Procedure, ZO demands a  
22 trial by jury on all issues so triable.

23 ///

24 ///

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1 Dated: July 15, 2025

Respectfully submitted,

2 /s/ Jeahyun Ahn

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